

EXHIBIT E

CASH AND MMDA SWEEP FEATURE AGREEMENT

This Agreement between the account owner(s) and TD AMERITRADE sets forth the terms and conditions governing the cash in your Brokerage Account ("TD AMERITRADE Cash") and the TD AMERITRADE Money Market Deposit Account ("MMDA").

DEFINITIONS

"I," "me," "my," or "account owner" means each account owner who signs the MMDA application. "You," "your," or "TD AMERITRADE" means TD AMERITRADE, Inc.

"Bank" means TD Bank USA, N.A., an affiliate of TD AMERITRADE.

"MMDA" means the bank account TD AMERITRADE holds as agent for me at the Bank.

"Designated Sweep Vehicle" means the sweep vehicle that I have designated on my account application for holding uninvested cash balances.

"TD AMERITRADE Cash" means the interest-earning, uninvested cash balance in my Brokerage Account.

"Brokerage Account" means the securities brokerage account opened in my name at TD AMERITRADE and includes my TD AMERITRADE Cash.

"Business Day" means Monday through Friday, excluding Bank and New York Stock Exchange holidays.

"Available Cash Balance" means amounts held in my TD AMERITRADE Cash, Designated Sweep Vehicle and any additional amounts held in any other Money Market Account included in my Brokerage Account.

"FDIC" means Federal Deposit Insurance Corporation.

"SIPC" means Securities Investor Protection Corporation.

MMDA SWEEP FEATURES

If I have selected the MMDA as my Designated Sweep Vehicle, I understand that available cash in my TD AMERITRADE Brokerage Account will be automatically deposited in the MMDA at the Bank. The MMDA will be eligible for insurance by the FDIC of up to \$100,000 for non-retirement accounts, \$250,000 for Individual Retirement Accounts ("IRAs") and certain other retirement accounts, for principal and accrued interest per depositor in each recognized legal capacity (e.g., individual, joint, IRA) when aggregated with other deposits, including Certificates of Deposit, held at the Bank in the same capacity. **Available Cash Balances will be deposited into the MMDA without limit, even if the amount in the MMDA exceeds the FDIC limits of \$100,000 or \$250,000. I acknowledge that I am responsible for**

monitoring the total amount of deposits, including Certificates of Deposit, that I maintain at the Bank in order to determine the extent of Federal Deposit Insurance Coverage available to me. TD AMERITRADE will not be responsible for any insured or uninsured portion of the MMDA.

I understand that available credit balances in my Brokerage Account will be automatically swept on a daily basis to the MMDA at the Bank. The proceeds of any checks which I deposit to my Brokerage Account will be swept to the MMDA on the first business day after receipt by TD AMERITRADE, and will begin earning interest on that day. I understand that access to such funds may be withheld for up to six business days to ensure that such checks have not been returned unpaid. Such holds may result in the dishonor of disbursement requests if funds and/or Available Margin Credit are not otherwise available within my Brokerage Account. I may instruct TD AMERITRADE to change my MMDA sweep feature at any time to another of the Designated Sweep Vehicles, and acknowledge that such instruction shall constitute my authorization to liquidate existing balances in my Designated Sweep Vehicle, and transfer such balances to the new Designated Sweep Vehicle I have selected. I acknowledge that TD AMERITRADE reserves the right, at its sole discretion, to change the eligibility criteria for any sweep vehicle, and may change or replace the sweep vehicles available to me.

I acknowledge that the MMDA constitutes a direct obligation of the Bank and is not directly or indirectly an obligation of TD AMERITRADE. TD AMERITRADE does not guarantee in any way the financial condition of the Bank or the accuracy of any publicly available financial information concerning the Bank.

As required by federal regulations, the Bank reserves the right to require seven days prior notice before permitting a withdrawal out of the MMDA. The Bank has indicated that it presently has no intention of exercising this right. In addition, the MMDA has transfer limits that prevent using it as a transaction account.

Deposit Procedures – When available cash is first available for deposit, TD AMERITRADE will deposit available cash from my Brokerage Account into a MMDA at the Bank. The minimum deposit for opening a MMDA at the Bank, the minimum deposit eligible for a sweep and the frequency of deposits may vary, depending on the type of TD AMERITRADE Brokerage Account I maintain.

Withdrawal Procedures – All withdrawals necessary to satisfy debits in my TD AMERITRADE Brokerage Account will be made by TD AMERITRADE, or its clearing firm, as my agent. A debit will be created when I purchase securities or request a withdrawal of funds from my TD AMERITRADE Brokerage Account.

Pattern Day Trader Accounts – If my account is flagged as a Pattern Day Trader, on the first day following such an occurrence, TD AMERITRADE will withdraw all MMDA deposits and my Brokerage Account will be invested in TD AMERITRADE Cash at the then prevailing interest rate.

Interest Rates – The Bank will determine interest rates on the MMDA in its discretion based upon a variety of factors including prevailing economic and business conditions, and the

nature and scope of the client's relationship with TD AMERITRADE. For example, rates may vary based on special offers, the particular offering the client uses or the level of assets held by TD AMERITRADE. The interest rates paid with respect to the MMDA may be higher or lower than the interest rates available to depositors making deposits directly with the Bank or other depository institutions in comparable accounts. The current interest rate will be available on the TD AMERITRADE Web site, or I may contact TD AMERITRADE to obtain the current rate. Interest will accrue on balances from the day they are deposited into the MMDA through the business day preceding the date of withdrawal from the MMDA. Interest will be accrued daily and credited on the last business day of each month.

Relationship with TD AMERITRADE – TD AMERITRADE, or its clearing firm, will act as my agent in establishing a MMDA at the Bank, depositing funds into the MMDA and withdrawing funds from the MMDA. No evidence of the MMDA, such as a passbook or certificate, will be issued to me. Ownership of the MMDA at the Bank will be evidenced by a book entry on the account records of the Bank, and by records maintained by TD AMERITRADE as my custodian and as record keeper for the Bank.

TD AMERITRADE may, in its sole discretion, terminate my use of the MMDA sweep feature. If TD AMERITRADE terminates my use of the MMDA sweep feature, or does not wish to continue to act as my agent with respect to the MMDA, I understand that I may deal directly with the Bank, subject to its rules, with respect to maintaining deposit accounts. In the event TD AMERITRADE terminates my use of the MMDA sweep feature, TD AMERITRADE will inform me of the replacement sweep vehicle.

Similarly, if I decide to terminate my use of the MMDA sweep feature, or that I no longer wish to have TD AMERITRADE, or its clearing firm, act as my agent with respect to the MMDA, I understand that I may establish a direct depository relationship with the Bank by requesting that my MMDA balances be recorded on the account records of the Bank in my name, subject to the Bank's rules with respect to maintaining deposit accounts. Establishing a direct depository relationship with the Bank will result in the separation of my MMDA balances from my Brokerage Account.

Designated Sweep Vehicles include FDIC-insured bank deposit accounts for which TD AMERITRADE or its affiliates receive, to the extent permitted by applicable law or regulation, transaction and other fees for providing services. No portion of these fees will reduce or offset the fees otherwise due to TD AMERITRADE in connection with my Brokerage Account unless required by law or regulation.

Changes in Depository Institutions Participating in the MMDA Sweep Feature – Periodically, TD AMERITRADE may add depository institutions to the MMDA sweep feature. I will receive notification in advance of any such change, either by means of a letter, an entry on my TD AMERITRADE Brokerage Account statement, an entry on a trade confirmation, or by other means. If a depository institution ceases to make its MMDA available through the MMDA sweep feature, I will be given an opportunity to establish a direct depository relationship with that institution outside of the MMDA sweep feature, or to transfer funds to another depository institution participating in the MMDA sweep feature, if available. The consequences of

maintaining a direct depository relationship with a depository institution are discussed above under "Relationship with TD AMERITRADE."

Deposit Insurance – Funds in the MMDA are insured by the FDIC, an independent agency of the U.S. government, to a maximum amount up to \$100,000 for non-retirement accounts, \$250,000 for IRAs and certain other retirement accounts, for principal and accrued interest when aggregated with all other deposits, including Certificates of Deposit, held by me in the same recognized legal capacity at the Bank. Funds become eligible for deposit insurance immediately upon placement in the MMDA. Any deposits that I maintain directly with the Bank, or through another intermediary, in the same recognized legal capacity in which the deposits in the MMDA are maintained, will be aggregated with my deposits in the MMDA for purposes of the \$100,000 or \$250,000 limit.

In the unlikely event that the Bank should fail, my MMDA balances are insured, up to the \$100,000 limit for non-retirement accounts, \$250,000 for IRAs and certain other retirement accounts, for principal and interest accrued to the day the Bank is closed. Interest is determined for insurance purposes in accordance with federal law and regulations.

Questions about basic FDIC insurance coverage may be directed to TD AMERITRADE. Information also may be obtained by contacting the FDIC, Office of Compliance and Consumer Affairs, by letter (550 17th Street, N.W., Washington, DC 20249), by phone (877-275-3342, 800-925-4618 (TDD) or 202-942-3100), by e-mail (dcainternet@fdic.gov) or by accessing the FDIC Web site at fdic.gov.

TD AMERITRADE CASH

If I have selected TD AMERITRADE Cash as my Designated Sweep Vehicle, I understand that TD AMERITRADE will pay interest on available credit balances in my Brokerage Account based on its current rates and policies, which may be changed without prior notice. Interest will be accrued daily, and credited on the last business day of each month. TD AMERITRADE reserves the right, in its sole discretion, to determine interest rates paid on your TD AMERITRADE Cash. I understand that TD AMERITRADE reserves the right to vary its interest rates among clients in connection with special offers or combinations of services or in other circumstances at its sole discretion.

Deposit Insurance – Funds in TD AMERITRADE Cash are insured by SIPC. TD AMERITRADE, Inc. is a member of the Securities Investor Protection Corporation (SIPC). I understand that securities in my account are protected up to \$500,000. For details, please see www.sipc.org. Up to an aggregate of \$250 million of additional securities protection, of which \$900,000 may be applied to cash, is provided by London insurers, also limited to a combined return to any client from a Trustee, SIPC and London of \$150 million. I understand that this coverage provides me protection against brokerage insolvency and does not protect against loss in market value of the securities.

I understand that I am responsible for monitoring the total amount of deposits that I have with TD AMERITRADE in order to determine the extent of insurance coverage available to me.

SECURITY INTEREST

As security for any indebtedness or obligation I have incurred to TD AMERITRADE or to the Bank in connection with this Agreement, I grant TD AMERITRADE a security interest in any and all securities or property held now or in the future by TD AMERITRADE in any of my accounts or any other property TD AMERITRADE may hold for me. At its sole discretion without prior notice and for its sole protection, TD AMERITRADE may sell or transfer money, securities or rights to any portion of any account to satisfy a margin deficiency or other obligation. Balances in my Designated Sweep Vehicle are also subject to a general lien for the discharge of my obligation to TD AMERITRADE or to the Bank, and TD AMERITRADE may utilize such balances to satisfy my obligations without further notice or demand. No provision of this Agreement concerning liens or security interests shall apply to any account to the extent such application would be in conflict with any provision of ERISA or the Internal Revenue Code relating to retirement accounts.

BROKERAGE AGREEMENT

I understand and agree that I continue to remain bound by the Terms and Conditions that govern my Brokerage Account and that all such Terms and Conditions, including the predispute arbitration clause, shall also govern my Designated Sweep Vehicle.

GOVERNING LAW

This agreement shall be governed by the laws of the State of Nebraska.

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